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Attorneys for Defendant
LENOVO (UNITED STATES), INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

KHOROS, LLC,

Plaintiff,

v.

LENOVO (UNITED STATES), INC.,
and LENOVO (BEIJING), LTD.

Defendants.

Case No. 3:20-cv-03399-WHO

**JOINT STIPULATION AND ORDER OF
VOLUNTARY DISMISSAL WITH
PREJUDICE PURSUANT TO FEDERAL
RULE OF CIVIL PROCEDURE 41(a)(1)(A)
(ii)**

Judge: Hon. William H. Orrick

Complaint filed: May 19, 2020

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 WHEREAS, Plaintiff, Khoros, LLC, and Defendant, Lenovo (United States), Inc., (“the
3 Parties”) have reached an amicable settlement in the above-captioned matter and have executed a
4 settlement agreement;

5 WHEREAS, former Defendants Lenovo Singapore Pte. Ltd., Lenovo HK Services, Ltd. and
6 Lenovo Group Limited have previously been dismissed without prejudice from this action (Dkt.
7 Nos. 37, 51, and 55, respectively) (collectively, “the former Defendants”), and Defendant Lenovo
8 (Beijing), Ltd., has not entered an appearance in this matter;

9 NOW, THEREFORE, IT IS HEREBY STIPULATED, pursuant to Fed. R. Civ. P.
10 41(a)(1)(A)(ii), by the Parties, through undersigned counsel, that they jointly agree and stipulate
11 that this action be dismissed with prejudice in its entirety, including any and all causes of action
12 pending against Defendants Lenovo (United States), Inc. and Lenovo (Beijing), Ltd. and further
13 jointly agree and stipulate that, in light of previous dismissals of the former Defendants Lenovo
14 Singapore Pte. Ltd., Lenovo HK Services, Ltd. and Lenovo Group Limited from this action, that
15 this Joint Stipulation and [Proposed] Order operate as dismissals with prejudice of the former
16 Defendants. Each party shall bear its own attorneys’ fees, costs, and expenses in connection with
17 this action.
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19 **IT IS SO STIPULATED.**

20 Dated: May 27, 2021

HAWKINS PARNELL & YOUNG LLP

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23 By: /s/ Ashley R. Presson
24 Ashley R. Presson
25 *Attorneys for Plaintiff*
26 KHOROS, LLC
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1 Dated: May 27, 2021

CROWELL & MORING LLP

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3 By: /s/ A. Marisa Chun
4 A. Marisa Chun
5 *Attorneys for Defendant*
6 LENOVO (UNITED STATES), INC.
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10 **FILER'S ATTESTATION**

11 Pursuant to Civil Local Rule 5-1(i)(3) regarding signatures, I attest that the other above-
12 named signatory concurs in this filing.

13 /s/ Ashley R. Presson
14 Ashley R. Presson
15 Attorney for Plaintiff Khoros, LLC
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/s/ Ashley R. Presson
Ashley R. Presson
Attorney for Plaintiff Khoros, LLC

PROPOSED ORDER

Having considered the Parties' Joint Stipulation and [Proposed] Order of Voluntary Dismissal of Defendants Lenovo (United States), Inc. and Lenovo (Beijing), Ltd. with Prejudice, the Court finds good cause exists to grant same. Accordingly,

IT IS HEREBY ORDERED THAT:

The above-captioned action is hereby DISMISSED in its entirety with prejudice under the terms set forth in the Joint Stipulation. The dismissal with prejudice includes dismissal of any and all pending claims against Defendants Lenovo (United States), Inc. and Lenovo (Beijing), Ltd. and, in light of the previous voluntary dismissals of former Defendants Lenovo Singapore Pte. Ltd., Lenovo HK Services, Ltd. and Lenovo Group Limited, the Joint Stipulation shall operate as dismissals with prejudice as to those former Defendants. Each party shall bear its own fees and costs.

IT IS SO ORDERED.

Date: May 28, 2021



Honorable William H. Orrick
UNITED STATES DISTRICT JUDGE